

AMENDMENT NO. 4
TO THE SERVICE AREA AGREEMENT
BETWEEN ILLINOIS POWER COMPANY
AND ILLINOIS VALLEY ELECTRIC COOPERATIVE, INC.
DATED OCTOBER 21, 1970

This agreement is entered into July 30, 1990,
between ILLINOIS POWER COMPANY, an Illinois corporation,
("Illinois Power") and ILLINOIS VALLEY ELECTRIC COOPERATIVE,
INC., ("IVEC") an Illinois not for profit corporation for and in
consideration of the premises and mutual covenants hereinafter
contained.

WHEREAS, Illinois Power and IVEC have in existence a Service
Area Agreement, dated October 21, 1970, and approved by the
Illinois Commerce Commission, ("Commission") by order dated
April 7, 1971 and which was amended and is the subject of various
supplemental orders of the Commission as follows:

- A. Supplemental order dated July 5, 1978 approving
Amendment No. 1.
- B. Supplemental order dated July 19, 1978 approving
Amendment No. 2.
- C. Supplemental order dated January 7, 1981 approving
Amendment No. 3.

Said Service Area Agreement with all amendments hereinabove set
forth is hereafter referred to generally as the Agreement.

WHEREAS, such Agreement establishes certain boundary lines
between the territories of Illinois Power and IVEC;

WHEREAS, there now exists various disputes
between Illinois Power and IVEC pending before the Commission of
the State of Illinois, as follows:

A. Illinois Power Company v. Illinois Valley Electric Cooperative, Inc., No. 88-0276, (Unimin);

B. Illinois Valley Electric Cooperative, Inc. v. Illinois Power Company, No. 89-0135 (Manley Bros.);

C. Illinois Valley Electric Cooperative, Inc., v. Illinois Power Company, No. 89-0136, (Crane); and

WHEREAS, Illinois Power and IVEC have various asserted and unasserted claims and counter claims against each other with respect to each of the foregoing described disputes;

WHEREAS, Illinois Power and IVEC desire to compromise and settle each of the foregoing described disputes without the cost and uncertainty of further litigation; and

WHEREAS, the resolution of the foregoing disputes will require an amendment to the Agreement.

NOW THEREFORE in consideration of the premises hereof and the mutual covenants contained herein it is agreed by and between the parties as follows:

1. IVEC shall provide all of the electrical requirements utilized by Unimin Corporation ("Unimin") and/or its successors and assigns for the Unimin Mining Operations located at Unimin's facilities in Dimmick and Troy Grove Townships, La Salle County, Illinois, whether presently located in IVEC's territory designated by the Agreement or the territory designated by this Amendment No. 4 to be served by IVEC or located in the territory designated by the Agreement to be served by Illinois Power. To aid in and identify the property of Unimin its successors and assigns subject to this Amendment No. 4, the parties attach

hereto a map marked Exhibit A which is by reference duly incorporated herein and which identifies thereon all of the Unimin property located in Sections 1 and 2, T34N, R1E of the 3rd P.M. in Dimmick Township and in Section 35, T35N, R1E of the 3rd P.M. of Troy Grove Township, La Salle County, Illinois to which this Amendment No. 4 applies. Unimin's Mining Operation, as that term is used herein, includes all pumps, motors, equipment and accessories required to extract sand and other organic material from the earth, to move such material and raw mining product from the mining or extraction site to the location for separation of the sand from the organic material removed at the mine site and to separate the sand from the organic material removed at the mine site. As of December 1989, and by way of reference only, the parties hereto represent that the electrical load associated with Unimin's Mining Operation as defined herein was approximately 1200 kW. The parties agree that this reference to the kW load of the Unimin Mining Operation as of December 1989 shall not in any way restrict the rights of IVEC herein. It is further agreed by the parties that the Mining Operation shall include all additions, replacements and alterations to the pumps, motors, equipment and accessories utilized on the date hereof whether as a result of changes in technology or in the configuration of Unimin's Mining Operation. For purposes of this Amendment No. 4, the parties agree that the attached Exhibit B which is by reference duly incorporated herein and which lists all of the pumps, motors, equipment and accessory items utilized by Unimin in such Mining Operation are representative of such pumps, motors and equipment that are currently used in the Unimin

mining operation. The parties agree that such items of equipment as identified on the date of this Amendment No. 4 may change as a result of replacements, additions thereto, repairs, changes and advances in technology and changes in the configuration of the Mining Operation as made by Unimin and or its successors and assigns from time to time and the Mining Operation as defined herein to which IVEC is to provide electric service shall include all such replacements, repairs and additions thereto, whether from changes in technology or changes and advances in the mining configuration.

2. The parties further agree that Illinois Power shall continue to provide all electric service to be used by Unimin for any and all purposes other than Unimin's Mining Operation as defined herein. Specifically, electricity for all processing uses and office uses shall be provided by Illinois Power. Processing uses and office uses include, but are not limited to all handling, processing or any other productive activities which occur after the mined sand is separated from organic materials, and all office and administrative and other uses of electricity by Unimin and/or its successors and assign located at Unimin facilities in Dimmick and Troy Grove Townships, LaSalle County, Illinois. As of December 1989, and by way of reference only, the parties hereto represent that the electric load associated with Unimin's processing and other uses was approximated 1200 kW. It is further agreed by the parties that the processing and office uses shall include all additions, replacements and alterations to the processing and office equipment and accessories utilized on the date hereof whether as a result of changes and advances in

technology or in the configuration of Unimin's processing and office operation.

3. Illinois Power and IVEC further agree that the boundaries delineated in the Agreement as amended heretofore shall be amended and changed as set forth on the attached map marked Exhibit A and by reference incorporated herein. It is the intention of Illinois Power and IVEC that their respective boundaries delineating the service territories of each shall be altered so that the boundary line between them will not bisect the property owned, leased or operated by Unimin Corporation, its successors and assigns, or in which it holds any interest in, which property is located in Sections 1 and 2 in T34N, R1E, of the 3rd P.M. in Dimmick Township and in Section 35, T35N, R1E of the 3rd P.M. of Troy Grove Township, La Salle County, Illinois.

4. Illinois Power shall provide all of the electrical requirements of Manley Bros. and its successors or assigns, at the property it owns, leases, operates or in which it holds any interest in, which is located in Section 2, T34N, R1W of the 3rd P.M., Dimmick Township and in Section 35, T35N, R1E of the 3rd P.M. of Troy Grove Township, La Salle County, Illinois. Illinois Power and IVEC agree to alter the boundary line between Illinois Power and IVEC's respective territories so as not to bisect the property currently owned, leased or operated by Manley Bros., as shown on the attached Exhibit A, which is by reference incorporated herein.

5. Illinois Power shall continue to provide electric service to the facility identified in the Crane complaint now pending before the Illinois Commerce Commission as Illinois

Valley Electric Cooperative, Inc. Complainant v. Illinois Power Company and James Crane, Respondents, Docket No. 89-0136.

6. As a further part of the consideration of this Amendment No. 4 and the compromise and settlement of the foregoing described disputes, IVEC and Illinois Power have agreed to realign the boundary line between their respective territories as is more fully shown on Exhibits C, D, and E which are attached hereto and by reference incorporated herein.

- a. The territory shown on Exhibit C is located in the SE 1/4 and a part of the SE 1/4, SW 1/4, east of road E2551 and a part of the NE 1/4, SW 1/4, east of road E2551 and a part of the SW 1/4, SW 1/4, east of road E2551 and the S 1/4 NE 1/4 and a part of the SE 1/4, SE 1/4, NW 1/4, east of road E2551 all in Section 29, and the E 1/2 of the NE 1/4 of Section 31, T36N, R5E of the 3rd P.M. all within La Salle County, Illinois.
- b. The territory shown on Exhibit D is located in the N 1/2 of Section 34, T34N, R4E, of the 3rd P.M. all within La Salle County, Illinois.
- c. The territory shown on Exhibit E is located in the E 1/2 of NW 1/4 of Section 35 all located north of County Highway 6, T33N, R1W, of the 3rd P.M. all within Putnam County, Illinois.

7. Illinois Power shall provide all of the electric service to new customers in the territory designated on Exhibits C, D, and E as the territory of Illinois Power. IVEC shall retain in Amendment No. 4 the right to continue to serve its

six existing customers or their successors at six existing points of delivery as of the date of this Amendment 4, within the area on Illinois Power's side of the relocated boundary line as shown in Exhibit C, D & E. The terms "New Customers", "Existing Customers" and "Existing Point of Delivery" shall have the same meaning in Amendment No. 4 as in the Agreement.

8. Illinois Power and IVEC shall dismiss with prejudice all complaints and disputes now pending before the Commission and as outlined above. In addition Illinois Power and IVEC hereby release and otherwise discharge each other from any and all claims, causes of action and damages, if any, arising out of any alleged interference by either Illinois Power or IVEC with the territorial service rights of the other as may have arisen out of the factual circumstances alleged in the foregoing described disputes.

9. Illinois Power and IVEC each hereby agree that neither shall deliver electricity to Unimin for use in violation of this Amendment No. 4 nor cooperate with or assist Unimin to use electricity from either Illinois Power or IVEC in any fashion that would result in a violation of this Amendment No. 4. Illinois Power and IVEC further agree that neither shall deliver electricity to Unimin for the operation of facilities the other supplier is entitled to serve hereunder. Illinois Power and IVEC specifically agree that they shall not allow parallel operation of their systems through Unimin's facilities.

10. The parties shall jointly submit this Amendment No. 4 to the Illinois Commerce Commission for its approval and on the date of approval by the Commission, this Amendment No. 4 shall become effective and shall continue in full force and effect

until or unless it is amended or rescinded by written agreement and such amendment or rescission is approved by the Illinois Commerce Commission.

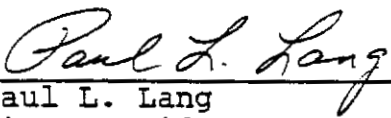
11. The parties agree that the Agreement between Illinois Power and IVEC, dated October 21, 1970, as amended heretofore and herein shall remain in full force and effect.

12. This Amendment No. 4 shall be executed in four counterparts, each of which shall constitute an original.


13. The obligations and rights of this Amendment No. 4 shall be binding upon and shall inure to the benefit of the assigns and successors of the parties.

IN WITNESS WHEREOF, each party has caused this Amendment No. 4 to be executed and its corporate seal to be affixed by its duly authorized officers as of the day and year first above written.

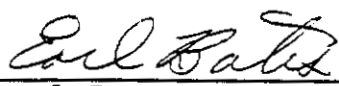
ILLINOIS POWER COMPANY


Paul L. Lang
Vice President

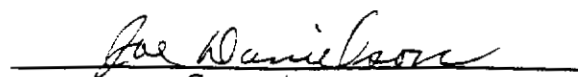
ATTEST:


Secretary

ILLINOIS VALLEY ELECTRIC
COOPERATIVE, INC.


Earl Bates
President

ATTEST:


Secretary

